合同编号:CRDH0007-XS-JS-2023-0004

Contract number:

Technical services Contract

Project: Novi Sad - Subotica - State Border (Kelebija) railway line

Party A : **China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD**

Party B: GEO-JANJA d.o.o. ul. Lazarevacki drum br.11

concluded place: _____

date: _____

Technical services Contract

The scope of works, form and requirements of technical services

一，技术服务的内容、形式和要求

Scope of works of the subcontract

1、乙方具体服务的内容如下：

Setting out for construction includes, but not limited: all kinds of engineering survey lofting within the scope of construction except the superstructure projects; the wood stakes and self-spray paint used for measurement should be provided by the Party B. The measurement reports should be written up according to the monthly progress of the project, including the calculation of completed quantities.

（1）施工放样测量包括但不限于：施工范围内除线上工程外的所有工程测量放样，测量所需的木桩及自喷漆由 乙方提供。根据每月施工进度进行测量，并进行完成量计算，形成报告。

Submit a measurement report to Party A on a monthly basis. After the completion of the project, the as-built measurement report will be submitted to Party A, and the as-built measurement report must be signed and accepted by the responsible engineer before the acceptance.

2、每月向甲方提交测量报告。工程完工后向 甲方提交竣工测量报告，竣工测量报告必须通过责任工程师认可后签字接收。

All measurement survey reports of Party B should be submitted to Party A in Serbian and English.

3、乙方所有测量报告均需以英、塞两种文本形式提交　甲方。

The rights and obligations of Party A and Party B

二，甲乙双方的权利和义务

The rights and obligations of Party A

1、甲方的权利和义务

Party A will notify Party B 24 hours in advance of the planned survey content.

（1）对所测量的工程内容 甲方提前 24 小时通知 乙方；

To Assist Party B in conducting surveying work

（2）协助乙方开展测量工作；

To Provide geodetic stakeout and geodetic design drawings and other relevant information

（3)提供大地测量设计图纸等有关资料；

To Review the survey report submitted by Party B

(4)对乙方所提交的测量报告进行复核校对。

The survey fee should be paid in accordance with the provisions of this agreement.

(5)按本协议规定支付测量费用。

The rights and obligations of Party B

2、乙方的权利和义务

Within the service term, the devices (GPS statics receiver, RTK, total station and leveling instrument) conforming to the measurement precision should be equipped, to ensure that the work progress of Party A will not be delayed.

(1)在服务期限内，配备符合测量精度的仪器设备（　GPS 静态接收机、

RTK、全站仪、水准仪），确保不延误　甲方工期进度；

Party B shall strictly comply with the survey plan and the instruction of Party A to resurvey the original control point , survey and set out the densified stake point, survey or setting out the substructure, structures and buildings, including any relative setting out works, then shall submit the report to Party A after setting out on the third work day. Every 25th of calendar month, the work progress of surveying shall be submitted, and the progress should be traced in order to ensure Party A can timely grasp the actual state of works.

(2)严格按照测量方案，服从　甲方工程师指令，对控制桩复测、既有状态测量、线下工程等所涉及到的施工放样完成后及时进行数据整理分析形成报告并在测量完成后第三个工作日提交　甲方进行复核；每月 25 日提交施工进度测量报告，并追踪项目开展情况；确保　甲方能及时掌握施工实际状态。

Party B should take all responsibilities for authentic data of the surveying, set construction layout strictly complying with Design. If Party B suffers delay and/or incurs Cost or negative effects from executing work, Party A entitles to deduct the amount from the service fee corresponding to defects. And Party B must bear all cost of delay and re-work of construction.

(3)测量数据的真实性由乙方全权负责，施工布置严格按照设计进行。如果乙方因执行工作而造成延误或成本或负面影响，甲方有权从相应的服务费用中扣除相应的金额。乙方必须承担工程延误和返工的全部费用　。

Party B is responsible for the safety of the surveyor and ensures that the surveyor is working under the premise of ensuring safety. In accordance with the subcontract, carefully implement safety and security measures and quality assurance measures.

(4)乙方对测量人员的安全负责，确保测量人员在保证安全的前提下进行工作。按照协议约定方案，认真做好安全保障措施与质量保障措施。

Place and Performance

四，地点和方式

This contract shall be performed at the construction site from Novi Sad of hung-serbia railway to State Border (Kelebija) section. Party A shall issue work instructions to Party B according to the actual situation on site, and Party B shall carry out the work on the same day according to the instructions.

本合同履行 地点 匈塞铁路 诺维站至旧帕佐瓦区段施工现场。 甲方依据现场实际情况向 乙方派发工作指令， 乙方依据指令进行当天工作 。

Confidentiality of technical information

五，技术资料的保密

The surveying technical achievements shall be owned by Party A and both parties shall bear the obligation of confidentiality.

测量技术成果归 甲方所有，并由双方承担保密义务。

The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.
甲乙双方均应保守秘密，未经对方书面同意，不得向任何第三方泄露所提供的任何文件、资料或其他信息 本合同另一方直接或间接提供与分包合同有关的信息，无论该等信息是否在分包合同终止之前、期间或之后提供。

The Subcontract is confidential to any third party. Without consent in

writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A`s consent in writing, Party B should not disclose any documents or materials related to the Commercial Contract and the Subcontract to any third party or use it for any other project other than the Commercial Contract project.

分包合同对任何第三方都是保密的。未经甲方书面同意，乙方不得向任何第三方泄露设计文件或施工图。未经甲方书面同意，乙方不得向任何第三方披露与本商业合同及分包合同有关的任何文件或资料，也不得将其用于商业合同项目以外的任何项目。

Methods and Standards for the Acceptance

六，验收、标准和方式

The technical service meets the requirements set out in the clause 2 of this contract. Party B shall submit a complete survey report in three copies. Party A shall inspect and accept it in accordance with the relevant laws and regulations of Serbia and the relevant requirements of the Ministry of Transport of Serbia.

技术服务达到了本合同第二条款所列要求，由　乙方提交完整的测量报告，报告壹式三份，　甲方根据塞尔维亚相关法律、法规及塞尔维亚交通部相关要求进行验收。

Unit Rate

七，单价

The survey and measuring work content and unit rate are as follows:

测量工作内容及单价统计如下表所列：

position	Description		unit price (RSD)	price (RSD) without VAT

			without VAT	
	1. Going out to the field to mark construction sites, marking is done by calling 24 hours in advance	200	16740	3348000
	2. Preparation of studies for control of the foundation of the building. (The report is submitted to the Ministry in order to obtain a use permit)	10	33480	334800
	3. Preparation of studies for control of the construction of the building. (The report is submitted to the Ministry in order to obtain a use permit)	10	33480	334800
	Calibration point measurement (including lamp post foundation positioning, beacon foundation positioning, power taking device foundation positioning)	1108	630	698040
	Cable position measurement	25000	105.00	2625000
	Total of price(without VAT)			7340640
	20%VAT			1468128
	Total of price			8,808,768

Payment

八，支付方式

Technical service funding from the project

本项目技术服务经费

Party A completes the work according to Party B's work and carries out monthly inspection and acceptance. After the acceptance is passed, the payment is made on a monthly basis. The payment is paid with the dinars according to the intermediate rate of Serbia National Bank of the day when the invoice is issued.

甲方根据乙方完成工作内容，每月进行验收，验收合格后按照月度进行支付。费用按照开具发票当日塞尔维亚国家银行的中间汇率折合为第纳尔进行支付。

Invoice provided by Party B

由乙方提供发票。

Security provisions

九,安全条款

1.During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health- protection rules, pursuant to the Art. 19 of the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 101/2005),

在履行合同义务和在施工现场逗留期间，乙方应完全遵守 《第一工作安全与健康法 》(塞尔维亚共和国官方公报第 101/2005 号)第 19 条规定的所有安全和健康保护规则。

2.The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks and measures for their reduction and removal.

双方应协调与减少和减轻雇员人身伤害风险 I 有关的活动，并应将减少和消除雇员人身伤害的风险和措施告知彼此及其雇员。

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording

(General Party A shall be notified of any changes and updates to this list in timely manner),

乙方应为其在现场工作的工程师和工人提供保险 （必须提供意外和紧急疾病保险）。并将其工程师、工人名单及身份证号码提交甲方总负责人备案（如有变更、更新，应及时通知甲方总负责人 ）

3.Work of the Officer for coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 19 of the Law on Safety and Health at Work)

《职工安全卫生保障措施 》实施协调人的工作，由乙方委派代表执行（依据《工作安全卫生法 》第十九条）

4. The Party B undertakes to provide the measures of personnel protection for his employees on the stated Subcontract Works and according to the requirements of safety company employed by General Party A and Engineer.

乙方承诺在规定的分包工程中，按照甲方总工程师和工程师聘用的安全公司的要求，为其员工提供人员保护措施。

5.The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B's contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the General Party A on these grounds.

因乙方履行合同义务或其行为 （包括未履行合同义务 ）所造成的雇员或第三方所遭受的任何损害或事故 （包括对其财产的损害 ），乙方应承担全部责任。乙方、其员工或第三方不得以上述理由向甲方提出任何要求或索赔。

6.The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.

双方同意，本合同第 18 条应被视为双方在现场雇用的人员的安全与健康保护法定措施的实施和适用协议，无论该等人员是否以雇员身份受雇。

7.The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures

concerning conduct at the Site.

乙方应充分遵守有关环境保护的规章制度和现场行为的规章制度和程序。

8. In terms of safety at work, the Party B shall:

在工作安全方面，乙方应

notify the relevant authority as to commencement of the Subcontract Works;

将分包工程的开始通知有关当局

prepare the act on the implementation of the protective measures at work;

准备在工作中实施保护措施的法案

train his personnel for the safe work;

为安全工作训练他的人员

determine physical/psychologicat capability of his personnel before allocation to work positions with special working conditions;

在分配到有特殊工作条件的工作岗位之前，要确定其员工的身体 / 心理能力

fully execute instructions of the Coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009 and 95/2010);

根据《临时或流动建筑地盘工作安全及健康规例 》(塞尔维亚共和国官方宪报 2009 年 14 日及 2010 年 5 月 95 日)第 6 及 13 条的规定，全面执行工程统筹主任的指示

instruments, manual or mechanical have to be technically In order, during the process of execution of the Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.

在分包工程的执行过程中，仪器、人工或机械必须在技术上处于有序状态。定期检验的仪器，必须在分包工程实施时持有有效的专业证书。

Dispute resolution

十，争议的解决办法

Amicable negotiation between the two parties

1. 双方友好协商解决；

If the negotiation fails, it shall be submitted to court of Belgrade for arbitration.

2. 如果协商未果，应提交贝尔格莱德法院仲裁。

Other constraints: (the above terms and unfinished matters, etc., etc.)

十一，其它约束条件：（上述条款未尽事宜等）

If the contract is not completed, the two parties may sign a supplementary agreement, and the supplementary agreement has the same legal effect as this contract;

1、本合同未尽事宜，双方可以签订补充协议，补充协议与本合同具有同等的法律效力；

This contract shall take effect from the date of signed and sealed by both parties.The work will be completed before SEP, 1, 2024 at the latest, the two parties will terminate the fee according to the completion settlement of this contract.

2.本合同自双方签字盖章之日起生效。 至 2024 年 9 月 1 日结束，双方按竣工结算将费用结清即告终止。

Four original copies of this contract, each party holds two copy.This contract is made in both English and Chinese. In case of any discrepancy, the English version shall prevail.

2、本合同正本 4 份，双方各执 2 份。本合同以英汉双语签订，如发生歧义，以英文为准。

Appendix 1 of this contract: Good Faith compliance Agreement

本合同的附件 1：诚信合规协议

甲方 Party A

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD,

with the registered seat in Jurija Gagarina 20 z, apt. number 59, Novi Beograd, registration no: 29510016, tax identification no: 111359400, legally represented by Mr. Zhao Jianyong

公司账户：**385-0202050002301-07**
(hereinafter also referred to as: "**Party A**")

Party A account:

Signed by:

For and on behalf of Party A:

Mr. ZHAO JIAN YONG

legal representative of the branch office

乙方 Party B

GEO-JANJA D.O.O.

Lazarevački drum 11, 11030 Beograd, Republika Srbija, PIB: 105335423, MB: 20360771, koga zastupa gospodin Miloš Janjić, ovlašćeni zastupnik.

公司账户：**160-285439-75** (hereinafter also referred to as: "**PartyB**")

Party B account:

Signed by:

For and on behalf of Party B:

Miloš Janjić, ing. geod.

Name of the representetive, Director